Commonwealth of Massachusetts
Suffolk County Sheriff's Department
PURCHASE ORDER

FY20 P.O. Date: 09/19/2019  E/R Ref.#: 0106900  P.O.#: 1015626

Vendor:
Securus Technologies (Evercom Systems)
8201 Tristar Drive
Irving, TX 75063

Tax ID:

Quote No:
EOPS State Contract

Contact Person:
Trisha Auger
Contact Phone:
(978) 727-4709
Contact Fax:
taug@securonetech.net

Ship To/Location:
Suffolk County House of Correction
(Deliveries: M thru F - 6 am - 1:00 pm)
20 Bradston Street
Boston MA 02118

Attention:
Mac Hayes
Tel.:
617-704-6812

(Facility)Division:
8111-22 Information Technology

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Unit</th>
<th>Description and Part#</th>
<th>Unit Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ea.</td>
<td>SCSD Inmate Telephone System Contract Utilizing State (EOPS) contract.</td>
<td>0.00</td>
<td>0.00</td>
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</tbody>
</table>

Renewal options through 3/2/28

REMIT TO: SUFFOLK COUNTY SHERIFF'S DEPARTMENT
Financial Services Division
20 Bradston Street
Boston, MA 02118

Subtotal: 0.00
Total: 0.00

Delivery Instructions: STANDARD Delivery
Terms: Net 45 (Business Days)
SCSD FINANCIAL SERVICES:
Authorizing Signature:

[Signature]
Date: 9/19/19

Div. Code:
8111-22 Information Technology
Budget (Approp):
89108800
MMARS Code:
U02

Tax Exempt? YES
State Tax Exemption#: 046-002-284

NOTES: 

As part of the Vendor's obligations in this contract, the Vendor acknowledges that they are bound to follow the guidelines and standards of the Prison Rape Elimination Act (28 C.F.R. 115).

http://erform.scintranet.com/cgi-bin/htmlos.exe/00562.16.589776771911929424
9/19/2019
COMMONWEALTH OF MASSACHUSETTS — STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (EAF), the Office of the Comptroller (CTR), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments. When another form is prescribed or required, it should be used. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional parts as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/contract for Guidance for Vendors, Forms, or www.mass.gov/contract for OSD Forms.

CONTRACTOR LEGAL NAME: Securus Technologies, Inc.
Legal Address (and dba)(a): 4000 International Parkway, Carollton TX 75007
Contract Manager: Trish Auger
E-Mail: trish.auger@securustech.net
Phone: 972-277-6300
Contractor Vendor Code: 07000698469
Vendor Code Address ID: (e.g. "AD001"): AD002
(Note: The Address Id Must be set up for EFT payments.) Yes

NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)
☐ Statewide Contract (OSD or an OSD-designated Department)
☐ Collective Purchase (Attach OES approval, scope, budget)
☐ Department Procurement (Includes State or Federal grants 515 CMR 2.00)
☐ Emergency Contract (Attach justification for emergency, scope, budget)
☐ Contract Employee (Attach Employment Status Form
☐ Legislative/Other (Attach authorizing language/justification, scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: Feb 28, 2019,
Enter Amendment Amount: __________ (or amount change) No Change – rate contract
AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
☐ Amendment to Scope or Budget (Attach updated scope and budget)
☐ Interim Contract (Attach justification for interim contract and updated scope/budget)
☐ Contract Employee (Attach any updates to scope or budget)
☐ Legislative/Other (Attach authorizing language/justification, and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

CONTRACT AMENDMENT

COMPENSATION: (Check one option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported by the state accounting system by sufficient appropriations or other non-appropriated funds, subject to receipt for Commonwealth owed dollars under 515 CMR 9.00.
☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
☐ Maximum Obligation Contract (Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended).)

PAYMENT DISCOUNTS (PPO): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPO as follows. Payment issued within 10 days _% PPO; Payment issued within 15 days _% PPO; Payment issued within 20 days _% PPO; Payment issued within 30 days _% PPO. If PPO percentages are left blank, identity reason agree to standard 45 day cycle; statutory/Other Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

ANTICIPATED START DATE: (Complete one option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
☐ may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
☐ may be incurred as of the date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
☐ were incurred as of the date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the dates and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACTEND DATE: Contract performance shall terminate as of , 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or payment, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached herein) under the terms and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are incorporated herein according to the following hierarchy of document precedence: the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and all other negotiated terms: provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 601 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZED SIGNATURE FOR THE CONTRACTOR:

X: ___________________ Date: 9/12/19
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: __________________________ Print Title: __________________________

AUTHORIZED SIGNATURE FOR THIS COMMONWEALTH:

X: ___________________ Date: 9/18/19
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: __________________________ Print Title: __________________________

Approved As To Form and Legal Compliance on Date 9/18/19
(Updated 3/21/2014) Page 1 of 5
CONTRACT RIDER
ENSURING COMPLIANCE WITH THE
PRISON RAPE ELIMINATION ACT (28 C.F.R. 115)

This document is a rider to the contract between the Suffolk County Sheriff's Department (SCSD) and the Contractor, and the provisions and obligations of this rider shall be incorporated in the contract until termination.

1. The SCSD has a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and which outlines the SCSD's approach to preventing, detecting, and responding to such conduct.

2. The Contractor is obligated to comply with the SCSD's policy, as referenced in paragraph 1, and which is recorded as Department Policy S241.

3. Sexual abuse and sexual harassment includes:
   a. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another;
   b. Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.
   c. Voyeurism by a staff member, contractor, or volunteer means an invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using a toilet in his or her cell to perform bodily functions, requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

4. Training: The SCSD has a policy that ensures that all volunteers and contractors who have contact with residents have been informed of their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

The Suffolk County Sheriff's Dept.
Daniel Martini, CFO

The Contractor Securial Technologies
Print Robert Pickens
Title: CEO
Date 9-13-19

Form PREA 1-15
Rider to the Agreement for Secure Inmate Calling System and Related Services

RIDER
TO THE AGREEMENT FOR
SECURE INMATE CALLING SYSTEM AND RELATED SERVICES
BY AND BETWEEN
THE SUFFOLK COUNTY SHERIFF'S DEPARTMENT
AND
SECURUS TECHNOLOGIES, INC.

THIS RIDER TO THE SECURE INMATE CALLING SYSTEM AND RELATED SERVICES (the Rider), is made and entered into on October 1, 2019, by and between the Suffolk County Sheriff's Department (the "Department") and Securus Technologies, Inc. (hereinafter "Securus").

WHEREAS, the Department entered into a Contract with Securus by utilizing a previously awarded Statewide Contract between Securus and Executive Office of Public Safety, thereby awarding a similar contract to Securus without a new competitive bid;

WHEREAS, Securus and the Department desire to amend the charges for Calling Services;

NOW, THEREFORE, in consideration of mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1) Securus shall provide the Department a rate of $0.18 per minute for all Instate and Out of state calling;

2) Legal Compliance: In the event of any legislative enactment, executive order or judicial decision binding upon the Department that modifies, effects or changes its obligations or requirements concerning inmate telephone services or any service covered by the Agreement, then Securus agrees that contractual obligations and services provided by Securus shall be renegotiated by the parties in writing so that the Department remains in compliance at all times with all jurisdictional requirements. The total price, compensation and/or commission rate of the Contract in accordance with the Contract, shall also be renegotiated by both parties in order to reflect change in Securus' services rendered under the Contract. If the parties are unable to successfully negotiate such modification of the Contract, then the Department may terminate the Contract for its convenience.
Rider to the Agreement for Secure Inmate Calling System and Related Services

3) The Amendment shall be effective as of October 1, 2019.

4) In all other respects, the terms and conditions of the Agreement, as amended, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in their official capacity with legal authority to do so.

SECURUS TECHNOLOGIES, INC.

By: __________________________
    Printed Name
    Robert Pickens

Title: CEO

Signature: __________________________

Date: 9/10/19

SUFTOLK COUNTY SHERIFF’S DEPARTMENT

By: __________________________
    Printed Name
    Daniel F. Martini, CFO

Title: CFO

Signature: __________________________

Date: 9/11/19
STATEMENT OF WORK

This statement of work signed by Suffolk County Sheriff Department ("SCSD") and Securus Technologies, Inc. ("Securus") is part of the contract agreement entered by both parties on August 1, 2019 (the "Suffolk Contract"). This Statement of Work may be extended or modified by adding overruling amendments to it, provided these are presented in written form, agreed upon and signed by both parties.

1. BACKGROUND

Suffolk County Sheriff Department proposes to extend the contract referencing MA DOC RFR, FOR A SECURE INMATE CALLING SYSTEM AND RELATED SERVICES, COMMBUYS Bid Number: RFR-BD-18-1044-EPS17-EPS1-19423 contract through March 2, 2023 ("MA DOC Contract"). All Securus responses to this solicitation are incorporated by reference including, but not limited to, the Technical and Cost Proposals. In the event of a conflict between the Suffolk Contract and the MA DOC Contract, the terms of the Suffolk Contract will take precedence.

Following is a summary of the proposed renewal option:

- Pay commissions on all call types
- SecureView Tablet Program – No cost to SCSD
- THREADS
- SCSD option to deploy Guarded Exchange

For all commissionable products, applicable taxes, fees, and surcharges are excluded from the calculation of commissions.

2. OBJECTIVE AND INCLUDED PRODUCTS

Securus will provide the services listed in this Section 2. The agreed options for the inclusion of additional technologies are stated in the table below. Securus will pay a base commission on all call types, but will reduce the base commission as
reflected in the table in exchange for the provision of the additional technologies stated therein:

- **Call Rates and Product Pricing**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Inmate Calls Base Commission (All Call Types) Without Product Deductions</th>
<th>GEX (Guarded Exchange)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.18/min</td>
<td>55%</td>
<td>10%</td>
</tr>
</tbody>
</table>

\(^3\) Plus applicable taxes and governmental fees; international rates, if applicable, will vary by country.

Changes to the currently-deployed products' commission and rate structure will be effective as of the date last signed by either party.

- **Tablets**

The SecureView Tablet is a secure, corrections-grade multi-purpose communications device specifically designed for incarcerated individuals within a jail or prison. The SecureView Tablet focuses on proactive and constructive ways to prepare incarcerated individuals for re-entry into society. It hosts a variety of applications for inmate education, entertainment, communication and job placement.

The tablets will be phased in by housing units based on discussions with Securus and SCSD staff and SCSD policy. Securus will establish wireless hotspots to be utilized by the tablets. There will be free community tablets at a 1:4 ratio. Inmates may lease their own tablets for a cost of $5 for the first day and at no charge for the remaining days in the month. Securus will provide one administrative tablet per housing unit. Broken tablets and additional accessories will be replaced by Securus with no additional cost.
Securus will provide charging stations for each housing unit.

Any other purchases such as music or movies will be purchased by inmates directly from Securus or their subcontract provider.

Securus will make available free education and programming including, but not limited to:

- KA lite
- Educational podcast
- Podcast Library
- Legal and Religious
- Additionally, as technically practicable, SCSD will be able to post educational, religious, or programming material to the tablets.

- THREADS

The THREADSTM application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADSTM has three main components: data analysis, data review, and data import. In addition, THREADSTM offers an optional “community” feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. SCSD’s use of THREADSTM is governed by and conditioned upon the terms set forth herein.

SCSD has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. SCSD acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

- Guarded Exchange (GEX)
At SCSD’s option, Securus, through its subsidiary Guarded Exchange™, will provide an Offender Call Monitoring System ("GEX System") which includes call monitoring services of inmate calls originating from the Facility(s) that is designed to identify:

- Suspicious or suggestive key words or phrases;
- Phrases that suggest threats to security of the Facility(s) and Facility personnel; and
- Criminal activity in and outside of the Facility(s);

The pricing herein includes monitoring of up to 5% of inmate calls, including specific calls that match criteria provided by SCSD (Targeted Requests). Guarded Exchange will provide monthly reports to SCSD that detail the number of calls monitored and a breakdown of threat levels identified by Guarded Exchange™.

This Statement of Work has been prepared in two (2) identical copies, of which each party has received one.

Date:

Suffolk County Sheriff Department

Signature

Daniel F. Martini, CFO

Name

Date:

Securus Technologies, Inc.

Signature

Robert Wikens

Name
Authorization for Deployment of Trial Tablet Program

This Authorization for Deployment of Trial Tablet Program ("Trial Tablet Program") (hereinafter "Authorization") is provided by the party identified below as Customer ("Customer") and is subject to and governed by the current Master Services Agreement ("Agreement") between Customer and Securus Technologies, Inc. ("Provider"). Its terms are effective as of the date signed by Customer below (the "Effective Date") and this Authorization is coterminous with the Agreement. Provider will provide a Trial Tablet Program as described herein.

Term and Termination. This Authorization begins on the Effective Date and shall end on the date that is 180 days thereafter. Notwithstanding anything to the contrary, the terms and conditions of the Authorization shall continue to apply for so long as we continue to provide the Trial Tablet Program to you after the expiration or earlier termination of this Authorization.

DESCRIPTION:

Provider will deploy 24 user tablets and 2 officer tablets for a pilot educational program directed at Customer's sentenced and detained inmates between the ages of 18 and 24. Provider and Customer will have further discussions regarding the specific content that can be deployed on the tablets, and Provider will provide content that the parties agree to as a result of these discussions. For purposes of the Trial Tablet Program, the tablets will be provided at no cost to Customer. It is also expected that the tablets will not contain any features or content which generate revenue for Provider and that neither the inmates nor any friend and family will pay any cost or fees in connection with the Trial Tablet Program.

TERMS & CONDITIONS:

Customer represents and warrants that it will not provide tablets to inmates whom Customer knows or reasonably suspects pose a threat to other inmates or Facility personnel, or who may use a tablet in a dangerous or unauthorized manner.

PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS.

IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

The person signing this Authorization represents that he or she has the unrestricted right and requisite authority to enter into and execute this Authorization, to bind Customer named below, and to authorize the deployment of the Trial Tablet Program.

CUSTOMER AUTHORIZATION:

Authorized Signer's Signature
Daniel F. Martini, CFO
Authorized Signer's Printed Name

Suffolk County Sheriff’s Dept.

Print Customer name as it appears in the Agreement

Date
10/24/18

Daniel F. Martini, CFO

Authorized Signer's Title

Approved As To Form and Legal Compliance on Date: 10/24/18

Jennifer C. Lyons
Assistant General Counsel
Suffolk County Sheriff's Department
This approval is not an execution